



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 700

e-Stamp

Certificate No. : IN-KA40064680232985V
Certificate Issued Date : 27-Jul-2023 04:19 PM
Account Reference : NONACC (FI)/ kacrsfl08/ PADMANABHANAGAR3/ KA-BV
Unique Doc. Reference : SUBIN-KAKACRSFL0856075513095855V
Purchased by : JANA SMALL FINANCE BANK LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : WAIVER CUM AMENDMENT AGREEMENT (BANK SHA)
Consideration Price (Rs.) : 0
(Zero)
First Party : JANA SMALL FINANCE BANK LIMITED
Second Party : TPG ASIA VI SF PTE LTD AND 36 OTHERS
Stamp Duty Paid By : JANA SMALL FINANCE BANK LIMITED
Stamp Duty Amount(Rs.) : 700
(Seven Hundred only)

सत्यमेव जयते



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WAIVER CUM AMENDMENT AGREEMENT DATED JULY 27, 2023

TO

THE SHAREHOLDERS' AGREEMENT DATED JUNE 9, 2016

(read with the Deeds of Adherence, (as defined herein))

AMONGST

JANA SMALL FINANCE BANK LIMITED

(earlier known as Janalakshmi Financial Services Limited)

AND

RAMESH RAMANATHAN

AND

JANA URBAN FOUNDATION

AND

JANA HOLDINGS LIMITED

AND

JANA CAPITAL LIMITED

AND

BADRI NARAYAN PILINJA

AND

CLIENT ROSEHILL LIMITED

AND

CVCIGP II EMPLOYEE ROSEHILL LIMITED

AND

PADMINI YASH DHURU AND ALWYN D'SOUZA

AND

TREE LINE ASIA MASTER FUND (SINGAPORE) PTE LTD

AND

ENAM SECURITIES PRIVATE LIMITED

AND

VALLABH BHANSHALI

AND

NORTH HAVEN PRIVATE EQUITY ASIA PLATINUM PTE. LTD.

AND
QRG INVESTMENTS AND HOLDINGS LIMITED
AND
TPG ASIA VI SF PTE. LTD.
AND
GLOBAL IMPACT FUNDS S.C.A., SICAR, SUB-FUND GLOBAL FINANCIAL INCLUSION FUND
AND
CALADIUM INVESTMENT PTE LTD
AND
VALLABH BHANSHALI HUF
AND
HERO ENTERPRISE PARTNER VENTURES
AND
AMANSA HOLDINGS PTE. LTD
AND
BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED
AND
BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED
AND
ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED
AND
ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED
AND
HARBOUR VEST ENTITIES (DEFINED BELOW)
AND
VOLRADO VENTURE PARTNERS FUND-III BETA
AND
DOVETAIL INDIA FUND- CLASS 6 SHARES
AND
DEEPAK TALWAR
AND
SINGULARITY GROWTH OPPORTUNITIES FUND – I

WAIVER CUM AMENDMENT AGREEMENT

This **WAIVER CUM AMENDMENT AGREEMENT** to the Shareholders' Agreement dated June 9, 2016 is made on the 27th day of July, 2023 (the "**Execution Date**"), by and amongst:

1. **JANA SMALL FINANCE BANK LIMITED** (formerly known as Janalakshmi Financial Services Limited), a company incorporated in India, under the provisions of the Companies Act, 1956, having PA number AABCJ7024M and whose registered office is at Fairway Business Park, #10/1, 11/2 & 12/2B Off Domlur, Koramangala Inner Ring Road, Next to EGL, Challaghatta, Bengaluru – 560 071, Karnataka, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **RAMESH RAMANATHAN**, an adult Indian inhabitant, aged about 52 years, having PA number of AHWPR3887M, residing at 4-402, III Floor, Lyndhurst Apartment, Walton Road, Lavelle Road, Bangalore – 560 001 (hereinafter referred to as "**RR**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);
3. **JANA URBAN FOUNDATION**, a company established under the provisions of Section 25 of the Companies Act, 1956, having PA Number AABCJ6956J and whose registered office is at "Pranava Lake View", No.4, No.4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor Bangalore – 560 042, Karnataka, India (hereinafter referred to as "**JUF**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **JANA HOLDINGS LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013, having PA number AADCJ6838R and whose registered office is at No.4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor Bangalore – 560 042, Karnataka, India (hereinafter referred to as "**JHL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

JUF, RR and JHL are, collectively, referred to as the "**Founders**".

AND

5. **JANA CAPITAL LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013, having PA number AADCJ6069Q and whose registered office is at No.4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor Bangalore – 560 042, Karnataka, India (hereinafter referred to as "**JCL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

6. **BADRI NARAYAN PILINJA**, an adult Indian inhabitant, aged about 51 years, having PA number of AAAPP6603Q and presently residing at Flat No.3, 4thFloor, Clefe Pete, 75, Carter Road, Bandra West, Mumbai – 400 050 (hereinafter referred to as "**BP**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

7. **CLIENT ROSEHILL LIMITED (FORMERLY KNOWN AS CVCIGP II CLIENT ROSEHILL LIMITED)**, a company incorporated under the laws of Mauritius, having its principal place of business at Apex House, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius (hereinafter referred to as “**CRL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
8. **CVCIGP II EMPLOYEE ROSEHILL LIMITED**, a company incorporated under the laws of Mauritius, having its principal place of business at Apex House, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius (hereinafter referred to as “**ERL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
9. **PADMINI YASH DHURU AND ALWYN D’SOUZA**, individuals residing in India and residing at Mars, A 204, Vasant Galaxy, Opp. Bangur Nagar, Goregaon West, Mumbai 400 104, Maharashtra, India and Flat No. 201, D1/61, Navgraha, Poonam Sagar Complex, Mira Road (East), Thane 401 107, respectively, as trustees of the Growth Partnership II Ajay Tandon Co-investment Trust (hereinafter referred to as “**GP II Trust (Ajay Tandon)**”) and the Growth Partnership II Siva Shankar Co-investment Trust (hereinafter referred to as “**GP II Trust (Siva Tandon)**”), (together referred to as “**GP II Trust**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the trustees for the time being of the said trusts and their heirs, executors, administrators and permitted assigns);
10. **TREE LINE ASIA MASTER FUND (SINGAPORE) PTE LTD**, a company incorporated under the laws of Singapore and having its Head Office at 135 Amoy Street, #02-01, Far East Square, Singapore 049 964 (hereinafter referred to as “**Tree Line**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
11. **ENAM SECURITIES PRIVATE LIMITED**, a company incorporated in India, under the provisions of the Companies Act, 1956, having PA number AABCE6756F and whose registered office is at 809810, Dalamal Tower 8th Floor, Free Press Journal Marg, Nariman Point Mumbai – 400 021, Maharashtra, India (hereinafter referred to as “**ENAM**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
12. **VALLABH BHANSHALI**, an adult Indian inhabitant, aged about 64 years, having PA number of AABPB4198H and presently residing at 12, Laxmi Vilas, 87, Nepean Sea Road, Mumbai - 400 006 (hereinafter referred to as “**VB**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);
13. **NORTH HAVEN PRIVATE EQUITY ASIA PLATINUM PTE. LTD.**, a company incorporated under the laws of Singapore having its registered office at 10 Changi Business Park Central 2, #05-01, Hansa Point @ CBP, Singapore – 486 030 (hereinafter referred to as “**North Haven**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
14. **QRG INVESTMENTS AND HOLDINGS LIMITED**, a company incorporated under the laws of India having its registered office at 14/3, Mathura Road, Faridabad, Haryana – 121 003, (hereinafter referred to as “**QRG**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
15. **TPG ASIA VI SF PTE. LTD.**, a company incorporated under the laws of Singapore having its registered office at 83 Clemenceau Avenue, UE Square, #11-01, Singapore, 239920, (hereinafter

referred to as “**TPG Asia**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

16. **GLOBAL IMPACT FUNDS SCA, SICAR, SUB-FUND GLOBAL FINANCIAL INCLUSION FUND**, a sub-fund of GLOBAL IMPACT FUNDS S.C.A. SICAR, a société en commandite par actions (S.C.A.), incorporated under the laws of Luxembourg and qualifying as a société d’investissement en capital à risque (SICAR) under the Luxembourg law of June 15, 2004 as amended relating to the investment company in risk capital, and whose registered office is at 20, rue de la Poste, L-2346, Luxembourg (hereinafter referred to as “**GAWA 2**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
17. **CALADIUM INVESTMENT PTE LTD**, a company incorporated under the laws of Singapore, having its registered office at 168 Robinson Road, #37-01 Capital Tower, Singapore 068912 (hereinafter referred to as “**Investor No. 9**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
18. **VALLABH BHANSHALI HUF**, a Hindu Undivided Family, represented herein by their *karta*, Vallabh Bhanshali, presently residing at 12, Laxmi Vilas, 87, Nepean Sea Road, Mumbai -400 006 (hereinafter referred to as “**VB HUF**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns);
19. **HERO ENTERPRISE PARTNER VENTURES**, a partnership firm registered under the Indian Partnership Act, 1932 having its office at 29-A, Friends Colony (West), New Delhi - 110 065 (hereinafter referred to as “**Hero**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
20. **HARBOURVEST PARTNERS CO-INVESTMENT FUND IV L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A. (hereinafter referred to as “**HV1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
21. **HARBOURVEST PARTNERS CO-INVESTMENT IV AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
22. **HARBOURVEST SKEW BASE AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV3**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
23. **HIPEP VIII PARTNERSHIP FUND L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KYI-9005 Cayman Islands (hereinafter referred to as “**HV4**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
24. **HIPEP VIII PARTNERSHIP AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh E1 13 9WJ (hereinafter referred to as “**HV5**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
25. **HARBOURVEST ASIA PACIFIC FUND VIII L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KYI-9005 Cayman Islands (hereinafter referred to as “**HV6**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

26. **HARBOURVEST ASIA PACIFIC VIII AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV7**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
27. **HARBOURVEST CO-INVESTMENT OPPORTUNITIES FUND L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A, (hereinafter referred to as “**HV8**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
28. **HARBOURVEST CO-INVEST 2017 PRIVATE EQUITY PARTNERS L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KYI-9005 Cayman Islands (hereinafter referred to as “**HV Co-Invest**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
29. **THE MAPLE FUND L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington. New Castle County, Delaware 19801, U.S.A, (hereinafter referred to as “**HV Maple**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
30. **BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at GE Plaza, Airport Road, Yerawada, Pune – 411 006, India (hereinafter referred to as “**BALIC**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
31. **BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at GE Plaza, Airport Road, Yerawada, Pune – 411 006, India (hereinafter referred to as “**BAGIC**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
32. **ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at ICICI PruLife Towers, 1089 Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, India (hereinafter referred to as “**ICICI Prudential**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
33. **ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at ICICI Lombard House, 414 P. Balu Marg, Off Veer Sawarkar Marg, Prabhadevi, Mumbai 400 025, India (hereinafter referred to as “**ICICI Lombard**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

34. **AMANSA HOLDINGS PTE. LTD.**, a company established under the laws of Singapore having its principal place of business at 250 North Bridge Road #12-03, Raffles City Tower Singapore 179 101. (hereinafter referred to as “**Amansa**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

35. **VOLRADO VENTURE PARTNERS FUND-III BETA**, a company incorporated under the laws of India, having its registered office at 128/129, Mittal Chambers, 12th Floor, Nariman Point,

Mumbai 400 021, India (hereinafter referred to as “**Volrado**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

36. **DOVETAIL INDIA FUND- CLASS 6 SHARES**, a fund incorporated under the laws of Mauritius, having its registered office at 4th Floor, 19 Bank Street Cybercity, Ebene, Republic of Mauritius (hereinafter referred to as “**Dovetail**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

37. **DEEPAK TALWAR**, an individual aged about 58 years, and presently residing at 30 West, Apt 6A, 13th Street, New York 10 011, USA (hereinafter referred to as “**Deepak**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

38. **SINGULARITY GROWTH OPPORTUNITIES FUND – I**, a fund incorporated under the laws of India, having its registered office at A - 1404 14th Floor Naman Midtown Near Indiabulls Finance Centre Senapati Bapat Marg Dadar (W), Mumbai – 400 013 (hereinafter referred to as “**Singularity**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

HV1, HV2, HV3, HV4, HV5, HV6, HV7, HV8, HV Co-Invest and HV Maple shall, collectively, be referred to as “**HarbourVest Entities**”. HV Co-Invest and HV Maple shall, collectively, be referred to as “**HV Entities**”.

HarbourVest Entities, GAWA 2, CRL, ERL, GP II Trust, ENAM, Tree Line, NHPEA, QRG, TPG, GIC, VB, VB HUF, BALIC, BAGIC, ICICI Prudential, ICICI Lombard, Amansa and Hero shall, collectively, be referred to as the “**Investors**”.

The Company, the Founders, JCL, BP and the Investors shall, individually, be referred to as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS:

- A. The Company, the Founders, JCL, BP and the Investors have executed the Shareholders’ Agreement dated June 9, 2016 (the “**Shareholders’ Agreement**”) to set out their *inter-se* rights and obligations vis-à-vis the Company. (i) Bajaj Allianz Life Insurance Company Limited and Bajaj Allianz General Insurance Company Limited; (ii) ICICI Prudential Life Insurance Company Limited and ICICI Lombard General Insurance Company Limited; (iii) the HarbourVest Entities; (iv) Amansa Holdings Pte Ltd; (v) Hero; (vi) the HV Entities; (vii) Volrado; (viii) Dovetail; (ix) Deepak; and (x) Singularity became parties to the Shareholders’ Agreement pursuant to the deeds of adherence dated September 7, 2017, April 5, 2018, April 5, 2018, March 28, 2019, March 29, 2019, August 23, 2018, and June 27, 2023 respectively (collectively, the “**Deeds of Adherence**”). The Shareholders’ Agreement superseded and replaced all shareholders’ agreements previously executed by the Company.

- B. The Company is proposing, subject to necessary approvals and market conditions, to undertake an IPO (as defined hereinafter) of its equity shares of face value of Rs. 10 each (“**Equity Shares**”) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**ICDR Regulations**”), the Companies Act, 2013, and rules made thereunder, each as amended and other applicable Law. The IPO will comprise a primary issue (“**Fresh Issue**”) of Equity Shares by the Company and an offer for sale by certain existing shareholders (“**Selling Shareholders**”, and such offer for sale, the “**Offer for Sale**”). The Fresh Issue along with the Offer for Sale shall, collectively, be referred to as the “**Offer**”. Pursuant to the terms and conditions of the IPO and subject to receipt of relevant regulatory approvals, the Equity Shares are proposed to be listed on the Exchanges.
- C. The Board of Directors and the shareholders of the Company have, by their resolutions dated July 20, 2023 and July 26, 2023, respectively approved the Fresh Issue. Our Board has taken on record the approval for the Offer for Sale by each of the Selling Shareholders pursuant to its resolution dated July 27, 2023.
- D. In furtherance of the Offer, and as required by applicable Law, the Parties have now agreed to waive and amend certain terms of the Shareholders’ Agreement in accordance with the terms of the provisions of this Waiver cum Amendment Agreement in order to enable the Offer.
- E. Further, it has been agreed upon amongst the Parties that, effective from the Consummation of the IPO (as defined hereinafter) and as otherwise set out in this Waiver cum Amendment Agreement, rights that are otherwise available to them under the Shareholders’ Agreement shall stand terminated without any further act or deed required by or from any Party.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Waiver cum Amendment Agreement, (including in the Recitals above), unless the context otherwise requires, the following words and expressions when used in capitalized form have the following meanings:

“IPO Long Stop Date” shall mean March 31, 2024, or such later date as may be mutually agreed in writing between the Parties.”

- 1.2 Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Shareholders’ Agreement.

2. AMENDMENTS TO THE SHAREHOLDERS’ AGREEMENT

- 2.1 Paragraph 2 of the preamble to the Shareholders’ Agreement describes RR, JUF and JHL, individually, as a “Promoter” and, collectively, as “Promoters” of the Company. This paragraph shall be substituted as follows, and the term ‘Promoters’ wherever it appears in the Shareholders’ Agreement shall be read to mean ‘Founders’, unless specifically amended herein:

“RR, JUF and JHL shall be, individually, referred to as a "Founder" and, collectively, as the "Founders". It is further clarified that, for the purposes of the IPO by the Company, JCL and JHL shall be named as promoters of the Company.”

- 2.2 The following definitions shall be added in Clause 1.1 (*Definitions*) of the Shareholders’ Agreement:

“Consummation of the IPO” shall mean the receipt of final listing and trading approval from each of the Exchanges for the listing and trading of the Equity Shares of the Company pursuant to the IPO.”

“ICDR Regulations” shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time.”

“IPO” shall mean an initial public offering by the Company and the listing of the Equity Shares on each of the Exchanges, in accordance with applicable Law.”

2.3 The definition of “Transaction Documents” shall be substituted with the following:

“Transaction Documents” shall mean the: (i) 2016 Subscription Agreement, (ii) 2016 Purchase Agreements; (iii) SAA, (iv) Resident Agreements; and (v) this Agreement.”

2.4 Sub clauses (i) to (x) and (xix) to (xx) of Clause 2.5 (Fundamental Terms) of the Shareholders’ Agreement shall stand deleted. Sub clauses (xi) to (xviii) and (xxi) to (xxii) of Clause 2.5 shall be substituted with the following:

(xi) the provisions of Clauses 15.1 and 15.2 (Announcements), 15.17 (Status of the Company), 18 (Confidentiality), 22.1 and 22.2 (Costs), 23 (Notices), 24 (Dispute Resolution) and 25 (Governing Law and Jurisdiction) of the CVC Investment Agreement;

(xii) the provisions of Clause 11 (Confidentiality), 14 (Miscellaneous), 15 (Notices), 16 (Dispute Resolution) and 17 (Governing Law and Jurisdiction) of the 2012 Subscription Agreement;

(xiii) the provisions of Clauses 17 (Miscellaneous), 18 (Dispute Resolution) and 19 (Governing Law and Jurisdiction) of the 2012 Shareholders’ Agreement;

(xiv) the provisions of Clause 10.1 (Announcements), Clause 11 (Confidentiality), Clause 14 (Miscellaneous), Clause 15 (Notices), Clause 16 (Dispute Resolution) and Clause 17 (Governing Law and Jurisdiction) of the 2013 Subscription Agreement;

(xv) the provisions of Clauses 10.1, 10.2, 10.3 (Announcements), Clause 13 (Confidentiality), 17 (Miscellaneous), 18 (Dispute Resolution) and 19 (Governing Law and Jurisdiction) of the 2013 Shareholders’ Agreement;

(xvi) the provisions of Clause 10.1 (Announcements), Clause 11 (Confidentiality), Clause 14 (Miscellaneous), Clause 15 (Notices), Clause 16 (Dispute Resolution) and Clause 17 (Governing Law and Jurisdiction) of the 2014 Subscription Agreement;

(xvii) the provisions of Clauses 10.1, 10.2, 10.3 (Announcements), 13 (Confidentiality), 17 (Miscellaneous), 18 (Dispute Resolution) and 19 (Governing Law and Jurisdiction) of the 2014 Shareholders’ Agreement;

(xviii) the provisions of the MSDF DOA, save and except any surviving representations, warranties and indemnity obligations;

(xxi) the provisions of the Transaction Documents, save and except any surviving representations, warranties and indemnity obligations; and

- (xxii) *the provisions of Clauses 9A (Proposed Conversion into a Small Finance Bank), 10.1, 10.2 and 10.3 (Announcements), 10.8 (Status of the Company), 13 (Confidentiality), 17 (Miscellaneous), 18 (Dispute Resolution) and 19 (Governing Law and Jurisdiction) of the 2016 Shareholders' Agreement.*"
- 2.5 Clause 3 (*Representations and Warranties*) of the Shareholders' Agreement shall stand deleted in its entirety.
- 2.6 Clause 4.1. of the Shareholders' Agreement shall be substituted with the following clause:
- "4.1 *Subject to requirements under the Act, BR Act and applicable guidelines issued by the RBI in respect of small finance banks, the maximum number of Directors on the Board shall be as permitted under applicable Law. The Company shall appoint such number of independent directors and ensure that the Board, at all times, comprises of such number of independent directors as required under applicable Law. The Investors shall be entitled to jointly recommend one person to the Board for appointment as a non-retiring nominee director and the Board shall appoint such person as a non-retiring nominee director ("Nominee Director") for so long as any of the Investors continue to be shareholders of the Company, provided, however, that upon the Consummation of the IPO, the Investors will be entitled to exercise this right only after receipt of approval of the public shareholders post Consummation of the IPO, by way of a special resolution, at the first shareholders' meeting held by the Company post Consummation of the IPO. For the avoidance of doubt, the Investors shall cease to have the right to appoint a Nominee Director upon all of the Investors ceasing to be shareholders in the Company, notwithstanding any subsequent acquisition of Equity Shares by any of the Investors in the Company.*"
- 2.7 Clause 4.3 of the Shareholders' Agreement shall be substituted with the following clause:
- "4.3 *In the event of equality of votes, the Chairman of the Board or of any shareholders' meeting shall have a casting vote.*"
- 2.8 Clause 4.4 of the Shareholders' Agreement shall be substituted with the following clause:
- "4.4 *The Board shall maintain: (a) a nomination and remuneration committee ("Nomination and Remuneration Committee"); (b) a borrowing committee to approve all Indebtedness availed of/incurred by the Company; (c) a committee to review all Contracts (and any defaults, disputes or claims thereunder) with Connected Persons/Concerns; and (d) such other committees in accordance with the BR Act, the guidelines issued by the RBI in this regard and other applicable Law. Each committee constituted by the Company shall, at all times, comprise of such number of independent directors, as required under applicable Law.*"
- 2.9 Clause 4.7 of the Shareholders' Agreement shall stand deleted.
- 2.10 Clause 8.1 (*Transfer of Equity Shares - Swap Rights*) of the Shareholders' Agreement shall stand deleted.
- 2.11 Clause 8.5.4 of the Shareholders' Agreement shall be substituted with the following clause:
- "8.5.4 *The Investors' Shares shall not be subject to any lock-in at any point of time (except for any transfer restrictions imposed by the RBI) under any circumstances and will be Transferable in accordance with the provisions of this Agreement and tradable. Any Transfer or attempted Transfer of any Investors' Shares in violation of this Agreement and the Restated Articles shall be void, no such Transfer shall be recorded on the*

Company's register and the purported transferee of any such Transfer shall not be treated as a shareholder, provided, however, that, upon Consummation of the IPO, the entire pre-IPO share capital of the Company, including the Equity Shares held by Investors which are not offered/ sold in the offer for sale in the IPO, will be subject to lock-in, to the extent not covered under the exceptions provided under the ICDR Regulations, for a period of six months from the date of allotment in the IPO as required under, and subject to, the ICDR Regulations.

2.12 Clause 10.3 of the Shareholders' Agreement shall be substituted with the following clause:

"10.3 The Company and the Founders shall ensure that none of the Investors shall be considered to be promoters of the Company for any reason whatsoever and, for the purposes of a QIPO or IPO, to the extent permissible by applicable Law, the Equity Shares held by the Investors shall be not be subject to a lock-in or other restriction on Transfer as applicable to a promoter's contribution under the applicable regulations issued by Securities and Exchange Board of India or any other Governmental Authority or under applicable Law, as applicable from time to time. As part of the QIPO or IPO, if any Equity Shares are required to be locked-in or subject to any Encumbrance, JHL and/or JCL shall contribute, to the extent of the Equity Shares held by each of them and their Affiliates, towards meeting the minimum promoters' contribution and lock-in thereof under the ICDR Regulations. The Parties hereby agree that, upon Consummation of the IPO, the entire pre-IPO share capital of the Company, including the Equity Shares held by Investors which are not offered/ sold in the offer for sale in the IPO, will be subject to lock-in, to the extent not covered under the exceptions provided under the ICDR Regulations, for a period of six months from the date of allotment in the IPO as required under, and subject to the ICDR Regulations."

2.13 Clause 10.6 of the Shareholders' Agreement shall be substituted with the following clause:

"10.6 All IPO expenses shall be paid in accordance with the terms and conditions agreed to in the offer agreement to be entered amongst the Bank, the Selling Shareholders and Book Running Lead Managers in relation to the IPO, and in accordance with Applicable Laws.

2.14 Clause 14.2.1 (*Termination Provisions*) of the Shareholders' Agreement shall be substituted with the following clause:

"14.2.1 This Agreement shall remain valid and binding on the Parties until such time that it is terminated:

- (a) by mutual written agreement of all the Parties;*
- (b) automatically as regards any shareholder, when it (together with its Permitted Transferees) ceases to hold any shares in the Company; or*
- (c) automatically, upon the Consummation of the IPO without any further act or deed required by any Party. Notwithstanding anything to the contrary in this Agreement, all transfer restrictions on the Investors shall cease to be effective upon the Consummation of the IPO (subject to the requirements of applicable Law).*

2.15 Clause 14.3 (*Termination Provisions*) of the Shareholders' Agreement shall be substituted with the following clause:

“14.3 Notwithstanding anything to the contrary in any Transaction Document, the provisions of Clause 4.3 (Promoters’ right to appoint the Chairman) and Clause 4.1. (Investors’ right to nominate a Nominee Director), 9.1(Announcements), 9.8 (Status of the Company), 11 (Confidentiality), 15.1 (Notices) 15.2 (Costs), 16 (Dispute Resolution) and 17 (Governing Law and Jurisdiction) shall survive the termination of this Agreement.”

3. WAIVERS, CONSENTS AND CONFIRMATIONS

- 3.1. From the Execution Date until the expiry of the Term (*as defined hereinafter*), each Party (to the extent that such Party is entitled to rights under the relevant Clause) agrees to waive its rights under the following provisions of the Shareholders’ Agreement and the corresponding provisions of the Articles of Association:
- (i) Clause 8.3 (*Encumbrance on Investor Shares*), in respect of any Equity Shares proposed to be sold by any Selling Shareholder in the Offer for Sale, such Party consents to the transfer of such Equity Shares proposed to be sold in the Offer for Sale by such Selling Shareholder, as may be set out in the red herring prospectus to effect such Offer for Sale in connection with the Offer;
 - (ii) Clause 8.4 (*Transfers by JUF of shares in JCL*), to the extent of any transfers that will affect the Transfer of Equity Shares proposed to be sold by any Selling Shareholder in the Offer for Sale;
 - (iii) Clause 8.5.1 (*Investors’ right to sell*), to the extent required to facilitate the Offer for Sale by the Selling Shareholders. It is further clarified that persons to whom Equity Shares are transferred as part of the Offer for Sale, and Permitted Transferees, shall not be required to execute an Assignment and Assumption Agreement as required under Clauses 8.5.1 and 8.5.2; and
 - (iv) Clause 9.9 (*Pre-emptive Rights*), to the extent of the proposed Offer and any pre-IPO placement undertaken by the Company.
- 3.2. Each Party hereby agrees and acknowledges that the Offer is not, and is not intended to be, a QIPO within the meaning of the Shareholders’ Agreement. Accordingly, each Party hereby waives, on and from the Execution Date until the expiry of the Term (*as defined hereinafter*), all rights and obligations, and other conditions, in connection with a QIPO as contemplated under the Shareholders’ Agreement, including in terms of Clause 10 (to the extent that the provisions of Clause 10 relate to the QIPO), and the corresponding provisions of the Articles of Association. The Parties acknowledge and agree that any Investor who is a Selling Shareholder in the IPO may, notwithstanding anything to the contrary contained in Clause 10.5, be required to provide further customary representations and warranties as a Selling Shareholder, in relation to itself and the Selling Shareholder’s valid title to the Equity Shares offered by such Selling Shareholder in the Offer for Sale, in the transaction agreements for the IPO.
- 3.3. It is hereby clarified that the price band, final Offer size, the Offer price (including the Anchor Investor Offer Price), allocation to the Anchor Investors and the Bid/Offer Period (each term as defined in the red herring prospectus and the prospectus prepared in relation to the IPO), shall be decided by the Company and the Selling Shareholders, in consultation with the book running lead managers appointed in connection with the Offer.

- 3.4. Each Party agrees to exercise its rights under Clause 6 (*Information Rights*) and such other provisions of the Subsisting Shareholders' Documentation, (as defined hereinafter) in compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations of 2015, as amended ("**SEBI Insider Trading Regulations**"), and notwithstanding anything to the contrary in the Shareholders' Agreement, the Company shall not be obligated to provide to any Party information which the Company is prohibited from sharing under the SEBI Insider Trading Regulations and other applicable Law.
- 3.5. **Subsisting Shareholders' Documentation**
- (i) The subsisting portions of the shareholders' documentation listed out in Clause 2.5 of the Shareholders' Agreement, as amended by this Waiver cum Amendment Agreement) (collectively, the "**Subsisting Shareholders' Documentation**"), together with the Shareholders' Agreement (read with the Deeds of Adherence) and this Waiver cum Amendment Agreement, constitute the entire agreement amongst Parties with respect to the subject matter thereof and there are no other subsisting or surviving arrangements amongst the shareholders and the Company. The Parties agree and acknowledge that any and all surviving special rights under the Subsisting Shareholders' Documentation (including information rights and/or transfer restrictions) shall, other than as expressly stated herein, terminate upon the Consummation of the IPO together with the termination of the Shareholders' Agreement without any further act or deed required by any Party.
- (ii) Notwithstanding anything to the contrary contained in the Subsisting Shareholders' Documentation, and subject to Clause 3.2, each Party consents to the proposed Offer, including the transfer of the Equity Shares by the Selling Shareholders through the Offer for Sale and any pre-IPO placement by the Company, and waives any restrictive provision under any Subsisting Shareholders' Documentation (including any transfer restrictions, pre-emptive rights, anti-dilution rights, or restrictions on encumbrance of shares held by the promoters) and the corresponding provisions of the Articles of Association of the Company with respect to any actions or steps required to be taken in connection with the Offer and any pre-IPO placement by the Company.
- 3.6. Each Party (to the extent they are parties to the relevant agreements) consents to disclose the details of this Waiver cum Amendment Agreement, the Shareholders' Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders' Documentation (to the extent applicable), in the draft red herring prospectus, red herring prospectus, prospectus and any other documents prepared in relation to the IPO and, accordingly, waives confidentiality obligations and announcement restrictions set out therein in this regard. Further, each Party consents to file a copy of each of this Waiver cum Amendment Agreement, the Shareholders' Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders' Documentation, to the extent applicable, as material contracts for inspection at the registered office of the Company and on the website of the Company, to the extent required under applicable Law and/or as necessary for the purposes of the Offer.
- 3.7. The Parties agree and acknowledge that the consents and waivers provided under this Clause 3 shall remain valid only for the duration of the Term.
- 3.8. **Amendments to the Articles of Association**

- (i) Prior to filing of the draft red herring prospectus in relation to the IPO, the Company shall, and the other Parties shall cooperate with the Company to, amend the Articles of Association such that, subject to the approval of the RBI and the shareholders of the Company, the Articles of Association: (a) will be presented in two parts, of which the first part shall conform to requirements and directions provided by the Stock Exchanges,(as amended by this Waiver cum Amendment Agreement) (hereinafter referred to as “**Part A**” of the Articles of Association) and the second part shall contain the extant Articles of Association, which comprise of the rights of shareholders of the Company as contained in the Shareholders’ Agreement (hereinafter referred to as “**Part B**” of the Articles of Association); and (b) shall adequately reflect the provisions of this Waiver cum Amendment Agreement.
- (ii) As on the date of filing of the red herring prospectus in relation to the IPO, Part B of the Articles of Association shall automatically stand deleted, shall not have any force and shall be deemed to be removed from the Articles of Association, and the provisions of the Part A of the Articles of Association shall automatically come into effect and be in force, without any further corporate or other action by the Parties, provided, however, that, in the event the Equity Shares of the Bank are not admitted to listing and trading on the Exchange(s) pursuant to the IPO within forty-five (45) days from the date of filing of the red herring prospectus with the Registrar of Companies, the Parties undertake to promptly take all such actions, and do all such things (including convening the meetings of the Board and shareholders), as may be necessary to ensure that Part B of the Articles of Association is reinstated with immediate effect.

4. TERM AND TERMINATION

- 4.1. This Waiver cum Amendment Agreement shall become effective and binding on the Parties on and from the date of filing of the draft red herring prospectus with SEBI and shall remain in effect until the earlier of: (i) the IPO Long Stop Date; (ii) the Consummation of the IPO; and (iii) the date on which the Board decides not to undertake the IPO (“**Term**”).
- 4.2. The Parties also understand and agree that, except to the extent as amended or modified pursuant to this Waiver cum Amendment Agreement, all rights and obligations of the Parties under the Shareholders’ Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders’ Documentation shall remain as currently provided for under the Shareholders’ Agreement and/or the Subsisting Shareholders’ Documentation (as applicable).
- 4.3. This Waiver cum Amendment Agreement shall be read in conjunction with the Shareholders’ Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders’ Documentation. In the event of any ambiguity or discrepancy between the provisions of this Waiver cum Amendment Agreement, the Shareholders’ Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders’ Documentation, the provisions of this Waiver cum Amendment Agreement shall prevail.
- 4.4. Notwithstanding anything to the contrary contained in this Waiver cum Amendment Agreement, if the IPO is not completed on or prior to the IPO Long Stop Date, or if the Board decides not to undertake the IPO, this Waiver cum Amendment Agreement shall stand immediately and automatically terminated with effect from the IPO Long Stop Date or the date on which the Board decides not to undertake the IPO, without any further action by any Party. In the case of termination of this Waiver cum Amendment Agreement, the Parties agree that the provisions of the Shareholders’ Agreement (read with the Deeds of Adherence) and the

Subsisting Shareholders' Documentation shall be deemed to have been in full force and effect during the period between the Execution Date and the date of termination of this Waiver cum Amendment Agreement, without any break or interruption whatsoever.

- 4.5. Subject to Clause 4.4 of this Waiver cum Amendment Agreement, the Parties agree to take all necessary steps and perform all necessary actions as may be necessary to effectively reinstate all the rights and obligations of the Parties and the Company vis-à-vis each other as set out in the Shareholders' Agreement (read with the Deeds of Adherence), the Subsisting Shareholders' Documentation and the Articles of Association prior to the execution of this Waiver cum Amendment Agreement and in accordance with applicable Law. Further, the Company shall take all such actions, and do all such things, necessary to ensure that Parties are placed in the same position and possess the same rights as if this Waiver cum Amendment Agreement had not been executed and implemented. It is also agreed that, to the extent any specific actions cannot be reversed to *status quo ante*, the Parties will engage in good faith discussions to ensure that, to the fullest extent possible under applicable Law, all of the rights and privileges of the Parties are reinstated to the position they would have been, had such actions not been taken by the Parties.

5. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 5.1. Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Waiver cum Amendment Agreement and this Waiver cum Amendment Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of the Waiver cum Amendment Agreement. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Waiver cum Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

6. GENERAL PROVISIONS

- 6.1. This Waiver cum Amendment Agreement, together with the Shareholders' Agreement (read with the Deeds of Adherence) and the Subsisting Shareholders' Documentation, shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. The provisions of Clause 1 (*Definitions and Interpretations*), Clause 15 (*Miscellaneous*), Clause 16 (*Dispute Resolution*) and Clause 17 (*Governing Law*) and of the Shareholders' Agreement, to the extent not amended by this Waiver cum Amendment Agreement, shall apply *mutatis mutandis* to this Waiver cum Amendment Agreement.
- 6.2. No changes or additions to, or modifications of, this Waiver cum Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 6.3. Any term or provision of this Waiver cum Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Waiver cum Amendment Agreement.
- 6.4. This Waiver cum Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format (.pdf)" shall be as effective as signing and delivering the counterparts in person.

[Signature Blocks to follow]

For and on behalf of Jana Small Finance Bank Limited



Authorized Signatory

Name: ABHILASH SANDUR

Designation: CFO

For and on behalf of Jana Urban Foundation

A handwritten signature in blue ink, consisting of stylized, overlapping loops and flourishes, positioned above a horizontal line.

Authorized Signatory

Name: RAMESH RAMANATHAN

Designation:

For and on behalf of Jana Capital Limited




Authorized Signatory

Name: Rajamani Muthuchamy

Designation: MD and CEO

For and on behalf of Jana Holdings Limited




Authorized Signatory

Name: Rajamani Muthuchamy

Designation: MD and CEO

For and on behalf of ICICI Lombard General Insurance Company Limited



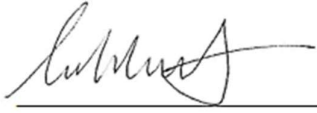
Authorized Signatory

Name: Vinod Mahajan

Designation: Chief Investment Officer



For and on behalf of TPG Asia VI SF Pte Ltd



Authorized Signatory

Name: Lee Wei Sheng

Designation: Director

For and on behalf of Caladium Investment Pte. Ltd

DocuSigned by:
Ankur Meattle
36F747FF-00F8-4945-B6A0-AAC1904F5C50

Authorized Signatory

Name: Ankur Meattle

Designation: Director

For and on behalf of HarbourVest Partners Co-Investment Fund IV L.P.

By: HarbourVest Co-Investment IV Associates L.P.

Its General Partner

By: HarbourVest Co-Investment IV Associates LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By: Matthew Cheng

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Partners Co-Investment IV AIF L.P.

By: HarbourVest Partners (Ireland) Limited
Its Alternative Investment Fund Manager

By: HarbourVest Partners L.P.
Its Duly Appointed Investment Manager

By: HarbourVest Partners, LLC
Its General Partner

By: Matthew Cheng

Name: Matthew H. Cheng

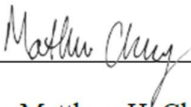
Designation: Principal

For and on behalf of HarbourVest Skew Base AIF L.P.

By: HarbourVest Partners (Ireland) Limited
Its Alternative Investment Fund Manager

By: HarbourVest Partners L.P.
Its Duly Appointed Investment Manager

By: HarbourVest Partners, LLC
Its General Partner

By:  _____

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of **HIPEP VIII Partnership Fund L.P.**

By: HIPEP VIII Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By: Matthew Cheng

Name: Matthew H. Cheng


Designation: Principal

For and on behalf of HIPEP VIII Partnership AIF L.P.

By: HarbourVest Partners (Ireland) Limited
Its Alternative Investment Fund Manager

By: HarbourVest Partners L.P.
Its Duly Appointed Investment Manager

By: HarbourVest Partners, LLC
Its General Partner

By:  _____

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Asia Pacific Fund VIII L.P.

By: HIPEP VIII Associates L.P.


Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By:  _____

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Asia Pacific VIII AIF L.P.

By: HarbourVest Partners (Ireland) Limited
Its Alternative Investment Fund Manager

By: HarbourVest Partners L.P.
Its Duly Appointed Investment Manager

By: HarbourVest Partners, LLC
Its General Partner

By: Matthew Cheng

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Co-Investment Opportunities Fund L.P.

By: HarbourVest Co-Investment IV Associates L.P.

Its General Partner

By: HarbourVest Co-Investment IV Associates LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By: Matthew Cheng

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Co-Invest 2017 Private Equity Partners L.P.

By: HarbourVest 2017 Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By: Matthew Cheng

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of The Maple Fund L.P.

By: HarbourVest Maple Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member

By:  _____

Name: Matthew H. Cheng

Designation: Principal

Ramesh Ramanathan

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned above a solid horizontal line. The signature is somewhat abstract and difficult to decipher as individual letters.

For and on behalf of Amansa Holdings Pte. Ltd



Authorized Signatory

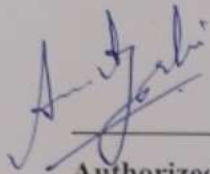
Name: Akash Prakash

Designation: Director

Badri Narayan Piliya

Badri Narayan Piliya

For and on behalf of Bajaj Allianz General Insurance Company Limited – Policyholder
Fund

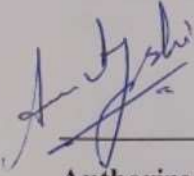
A handwritten signature in blue ink, appearing to read 'Amit Joshi', is written over a horizontal line.

Authorized Signatory

Name: Amit Joshi

Designation: Chief Investment Officer

**For and on behalf of Bajaj Allianz General Insurance Company Limited – Shareholder
Fund**

A handwritten signature in blue ink, appearing to read 'Amit Joshi', is written over a horizontal line.

Authorized Signatory

Name: Amit Joshi

Designation: Chief Investment Officer

For and on behalf of BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED



Authorized Signatory

Name: Sampath Reddy

Designation: Chief Investment Officer

For and on behalf of ENAM Securities Private Limited

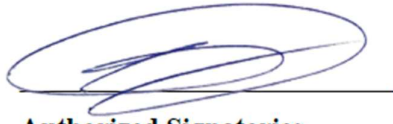


Authorized Signatory

Name: Vallabh Bhansali

Designation: Director

For and on behalf of Global Impact Funds SCA, SICAR, sub-fund Global Financial Inclusion Fund



Authorized Signatories

Name: Agustín Vitórica /

Luca Torre

Designation: Manager /

Manager

For and on behalf of ICICI Prudential Life Insurance Company Limited

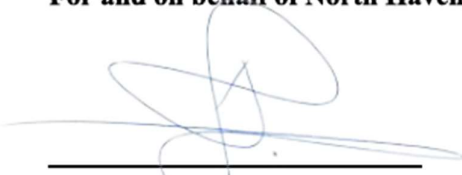
A handwritten signature in blue ink, appearing to read 'Manish', is written over a horizontal line.

Authorized Signatory

Name: Mr. Manish Kumar

Designation: Chief Investment Officer

For and on behalf of North Haven Private Equity Asia Platinum Pte. Ltd

A handwritten signature in blue ink is written over a solid black horizontal line. The signature is stylized and appears to be the name 'Diederik James Sterneberg'.

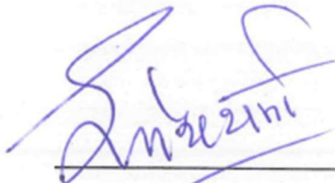
Authorized Signatory

Name: Diederik James Sterneberg

Designation: Director

For and on behalf of QRG Investments and Holdings Limited

For QRG Investments And Holdings Limited

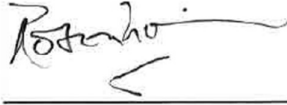

Aashi Grover
Authorised Signatory

Name: Ramesh Kumar Sharma, Aashi Grover

Designation: Authorised Signatory

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF
WAIVER CUM AMENDMENT AGREEMENT DATED JULY, 2023
EXECUTED BETWEEN JANA SMALL FINANCE BANK LIMITED,
QRG INVESTMENTS AND HOLDINGS LIMITED AND OTHERS.

For and on behalf of Tree Line Asia Master Fund (Singapore) Pte. Ltd.

A handwritten signature in black ink, appearing to read "Robert Herries", written over a horizontal line.

Authorized Signatory

Name: Robert Herries

Designation: Chief Operating Officer

Vallabh Bhansali

VR Bhamble

For and on behalf of Vallabh Bhanshali HUF

For VALLABH BHANSHALI (H.U.F.)

V.R. Bhanshali

Karta / Authorised Signatory

Authorized Signatory

Name: Vallabh Bhanshali

Designation: Karta

For and on behalf of Volrado Venture Partners Fund-III BETA
For VOLRADO VENTURE PARTNERS FUND III-BETA

gjjain
Trustee / Auth. Signatory

Authorized Signatory

Name: Gautam Jain

Designation: Authorised Signatory

For and on behalf of Dovetail India Fund- Class 6 Shares

A handwritten signature in blue ink that reads "Mishakh Doshi". The signature is written over a horizontal line.

Authorized Signatory

Name: Mishakh Doshi

Designation: Director

Deepak Talwar

Deepak Talwar

For and on behalf of Singularity Growth Opportunities Fund – I





Authorized Signatory

Name: Sanjay Malpani

Designation: Authorised Signatory

For and on behalf of Client Rosehill Limited

Dilshad Rajabalee

Authorized Signatory

Name: Dilshaad Rajabalee

Designation: Director

Signature Page to the Amendment Agreement

For and on behalf of CVCIGP II Employee Rosehill Limited



Authorized Signatory

Name: Gulshan Ramgoolam

Designation: Director

Signature page to the Amendment Agreement

For and on behalf of Growth Partnership II Ajay Tandon Co-Investment Trust



Authorized Signatory

Name: PADMINI YASH DHURU

Designation: First Trustee of the Trust



Authorized Signatory

Name: ALWYN D'SOUZA

Designation: Second Trustee of the Trust

For and on behalf of Growth Partnership II Siva Shankar Co-Investment Trust



Authorized Signatory

Name: PADMINI YASH DHURU

Designation: First Trustee of the Trust



Authorized Signatory

Name: ALWYN D'SOUZA

Designation: Second Trustee of the Trust

For and on behalf of Hero Enterprise Partner Ventures

Handwritten signatures in blue ink over a horizontal line. The signature on the left is 'Amit Aggarwal' and the signature on the right is 'Rakesh Kumar'.

Authorized Signatory

Name: Amit Aggarwal & Rakesh Kumar

Designation: Authorized Signatory